



210303

When recorded return to:

Bank One, NA  
1 Bank One Plaza  
Chicago, Illinois 60670  
Attn: Gale Olson  
Mail Suite IL1-0951

Doc#: 0408418114  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 03/24/2004 12:44 PM Pg: 1 of 5

*This space reserved for Recorder's use only*

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

This Amendment is made as of March 9, 2004 (the "Effective Date"), by Boulevard Redevelopment Alliance LLC, an Illinois limited liability company (the "Mortgagor") and Bank One, NA, a national banking association, with its main office in Chicago, Illinois ("Mortgagee").

**RECITALS**

A. Mortgagor previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated February 24, 2003, and recorded on March 4, 2003, with the Recorder's Office of Cook County, Illinois, as Document Number 0030301237 (the "Mortgage"), mortgaging and encumbering the real property, and all improvements thereon, described in Schedule "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Mortgagor to secure, among other things, a promissory note dated February 24, 2003, made by Mortgagor, payable to the order of Mortgagee in the sum of \$575,000.00 (the "Note") and interest as specified therein, and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage.

B. Mortgagor and Mortgagee have entered into or contemplate entering into a First Modification Agreement (the "Agreement") which, among other things, provides for the addition of certain parcels to the Real Property, as defined in the Loan Agreement, as described in Schedule "B" attached hereto.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

Box 430

5

# UNOFFICIAL COPY

## AGREEMENT

1. The Mortgage is hereby amended to provide that the parcels described in Schedule "B" attached hereto shall hereby become a part of the Mortgaged Property, as defined in the Mortgage.


2. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

3. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

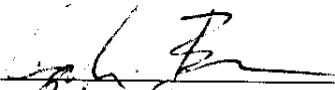
4. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

Boulevard Redevelopment Alliance LLC, an Illinois limited liability company

By:   
Name: Eileen Rhodes  
Title: Manager

Bank One, NA, a national banking association

By:   
Name: Calvin F. Smith  
Title: Vice President

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )SS:  
COUNTY OF Cook )

I, Eden Hurd, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was acknowledged before me on March 16, 2004, by Eileen Rhodes, as manager of Boulevard Redevelopment Alliance, LLC, an Illinois limited liability company, on behalf of the limited liability company.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Eden Hurd  
Notary Public  
My Commission Expires: 11/15/2005

STATE OF ILLINOIS )  
 )SS:  
COUNTY OF Cook )

I, Lois S. Miller, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was duly acknowledged before me on March 16<sup>th</sup>, 2004, by Calvin Bruce, as Vice President of Bank One, NA, a national banking association, on behalf of the national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Lois Miller  
Notary Public  
My Commission Expires: 12/01/04

This Instrument Prepared by: Gale Olson



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## SCHEDULE "A"

All of that real property described as follows:

PART OF LOT 16 AND PART OF LOT 17 IN HODGDON'S SUBDIVISION OF BLOCK 3 AND PART OF BLOCK 4, OF WEBSTER AND PERKIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN HODGDON'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF 54<sup>TH</sup> PLACE A DISTANCE OF 29.72 FEET TO A POINT OF BEGINNING; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF LOT 18 TO THE SOUTH LINE OF A PUBLIC ALLEY 115.00 FEET; THENCE EAST ALONG SAID SOUTH LINE 29.70 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF LOT 18 115.00 FEET TO THE NORTH LINE OF 54<sup>TH</sup> PLACE; THENCE WEST ALONG SAID NORTH LINE OF SAID 54<sup>TH</sup> PLACE 29.70 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 938 WEST 54<sup>TH</sup> PLACE, CHICAGO, ILLINOIS 60607

PERMANENT INDEX NUMBER: 20-08-427-039-0000

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## SCHEDULE "B"

All of that real property described as follows:

PART OF LOT 15 AND PART OF LOT 16 IN HODGDON'S SUBDIVISION OF BLOCK 3 AND PART OF BLOCK 4, OF WEBSTER AND PERKIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN HODGDON'S SUBDIVISION, THENCE EAST ALONG THE NORTH LINE OF 54<sup>TH</sup> PLACE 59.42 FEET TO A POINT OF BEGINNING, THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 18 TO THE SOUTH LINE OF A PUBLIC ALLEY, 115.00 FEET; THENCE EAST ALONG SAID SOUTH LINE 29.70 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF LOT 18, 115.00 FEET; THENCE WEST ALONG SAID NORTH LINE OF SAID 54<sup>TH</sup> PLACE 29.70 FEET TO THE PLACE OF BEGINNING.

PROPERTY ADDRESS: 936 WEST 54<sup>TH</sup> PLACE, CHICAGO, ILLINOIS 60607

PERMANENT INDEX NUMBER: 20-08-427-028-0000

PART OF LOT 17 AND ALL OF LOT 18 IN HODGDON'S SUBDIVISION OF BLOCK 3 AND PART OF BLOCK 4, OF WEBSTER AND PERKIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 IN HODGDON'S SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 18, 110.00 FEET; THENCE NORTHEAST ON THE SOUTHEASTERLY LINE OF A PUBLIC ALLEY, 7.07 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY, 24.72 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 18 TO THE NORTH LINE OF 54<sup>TH</sup> PLACE, 115.00 FEET; THENCE WEST ALONG SAID NORTH LINE OF SAID 54<sup>TH</sup> PLACE 29.72 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 942 WEST 54<sup>TH</sup> PLACE, CHICAGO, ILLINOIS 60607

PERMANENT INDEX NUMBER: 20-08-427-039-0000